

Original Gravity Tours Release and Waiver Agreement

Please complete one Release and Waiver Agreement for each tour member

Tour Member Name: _____

Address: _____ Phone: _____

Tour Name & Date: _____ (please enter the dates of your tour (from our website))

Traveling outside the United States can involve risks and hazards. By signing this Original Gravity Tours Release and Waiver Agreement ("Agreement") you agree to assume all the risks of traveling in Europe with Original Gravity Tours however great or slight they may be. Because of how and where Original Gravity Tours travels, and because of the forces of nature (including human nature), you understand that injuries, illnesses, losses, and inconveniences can occur in remote places where there is no ready assistance or medical care. You also understand that Original Gravity Tours and all of its employees, agents, officers, contractors, and representatives (collectively, "OGT") do not provide any medical, health, or related services, so you agree to take care of your own health needs, and the needs of your spouse and family (if any).

In consideration for the opportunity to participate in a tour with OGT, not only do you understand and agree to the terms in previous paragraph, but you also agree on behalf of yourself and your family members, your spouse, your heirs and/or your assigns (collectively, "You" or "Your") to waive and release forever any claim You could ever assert against OGT, except in the case of willful misconduct by OGT, for anything, including without limitation property damage, personal injury, emotional distress, or even death, or for any other event or situation that occurs, or any other claim that you may have, even if it is not specifically listed in this Agreement.

This waiver and release includes, by way of example, and not by way of limitation, any claims You may have regarding: strikes; theft; political instability; poor roads or public services or transportation; actions by police, customs or local law officials; inclement weather; and civil unrest, events of war, sabotage, or terrorism, or other accidental harm to you. Other examples of the claims You are waiving and releasing include those regarding: tour accommodations, food service, quality or quantity; transportation; sightseeing; Your itinerary, which is subject to change without notice; and any claims that are unknown or unforeseeable.

You also understand and agree that if someone asserts a claim or demand or cause of action against You that arises out of or relates to your participation in this tour, You agree that You have waived and released any right You may have had to seek compensation or indemnity or defense from OGT.

Every OGT itinerary includes free time so You can pursue Your own interests. Whereas OGT may assist You in identifying optional activities in a given location, please note that any optional activities You undertake are not part of the OGT tour itinerary, and OGT makes no representation about the safety of the activity or the standard of the operators running them.

Sometimes a tour participant misbehaves or does things that are incompatible with the safety, comfort or convenience of other people. If OGT determines, in its sole discretion, that such circumstances exist, You agree that OGT have the right and discretion to expel someone, even You, from a tour at any time, and that You have waived and released any rights that You may have to make a claim against OGT.

You agree and respect that the information provided during the tour is for Your own personal enjoyment and not for professional use or personal gain. Recording guide lectures by any method (electronic, note-taking, etc.) for professional purposes or personal gain and soliciting business from tour members and vendors while on tour or afterwards are strictly prohibited.

Being on a tour with other people is not a private activity, therefore You acknowledge and permit that photos and videos of You and Your family members may appear in albums and scrapbooks, on websites, and even in OGT promotional information, and that You have waived and released any rights You may have to make a claim against OGT if and when such a thing may occur.

You agree that the interpretation and enforcement of this Agreement shall be governed by California law, excluding its conflict of laws rules, and the state and federal courts located in San Francisco, California shall have exclusive jurisdiction over any dispute arising out of or related to this Agreement

Your signature below means that You have read and fully understand this Original Gravity Tours Release and Waiver Agreement. It also means that You know that this Agreement is intended to have a binding legal effect on You. You further understand that if You alter this Agreement in any way, OGT may decline to allow You to participate in this tour and/or any future tours offered by OGT. You also acknowledge that You have read and fully understand and agree to be bound by the Original Gravity Tours - Tour Conditions located on our website at <https://www.originalgravitytours.com/tour-conditions-agreement.html>, which are incorporated by this reference, and that You agree to be bound by all the terms and conditions related to this tour. You also certify that you are at least twenty-one (21) years of age.

IMPORTANT: Each tour member must complete, sign and return this form prior to participating in this tour. This Original Gravity Tours Release and Waiver Agreement is valid for the tour referenced at the top of this document.

SIGN HERE: _____ DATE: _____